



Request For Qualifications
Information Technology Services
RFQ No. ISD 09-01

County of San Bernardino
Information Services Department
670 East Gilbert Street
San Bernardino, CA 92415-0915

February 2009

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I. INTRODUCTION

A. Purpose

The County of San Bernardino Information Services Department (ISD), hereafter referred to as the "County", is seeking applications from interested and qualified organizations and firms to establish a list of qualified vendors who will provide information technology services for County Departments.

B. Period of Qualified Vendor List

The Qualified Vendor List shall remain valid for a three -year period tentatively scheduled to commence on February 11, 2009. Any utilized from the list of qualified vendors will be required to enter into a fee-for-service agreement with the County.

C. Minimum Contractor Requirements

All Contractors must:

1. Have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement.
2. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
3. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
4. Have at least three (3) years experience providing this type of service.
5. Meet other presentation and participation requirements listed in this RFQ.

D. Correspondence

All correspondence, including questions and applications, are to be submitted to:

County of San Bernardino
Information Services Department
ATTN: Cody Munch (RFQ ISD 09-01)
670 E. Gilbert Street, 1st Floor
San Bernardino, CA 92415-0915

Telephone Number: (909) 388-5524

Fax Number: (909) 388-5555

E-mail: cmunch@isd.sbcounty.gov

Fax number and e-mail address may be used to submit questions only.

Once this RFQ has been issued, the individual identified above is the sole contact point for any inquiries or information relating to this RFQ. Failure to adhere to this policy may result in disqualification of the Contractor. All questions regarding this RFQ can be presented in writing as indicated in Section I, Paragraph E.

E. Questions

Questions regarding the contents of this RFQ must be submitted in writing by the deadline listed in Section II, and directed to the individual listed in Section I, Paragraph D. All questions will be answered and posted to the Internet by the date listed in Section II.

F. Qualifications Application (QA) Submission Deadline

All QAs must be received at the address listed in Paragraph D of this Section no later than 5:00 p.m. on Tuesday, March 24, 2009. Facsimile or electronically transmitted QAs will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late QAs will not be opened or considered.

II. PROCUREMENT TIMELINE

Deadline for submission of questions	February 26, 2009 5:00 pm
Responses to questions posted to the San Bernardino County RFQ website: http://www.sbcounty.gov/rfp/rfplist.htm	March 5, 2009
Deadline for QAs	March 24, 2009 5:00 pm
Tentative date to send "Intent to Award" letter(s)	April 7, 2009
Tentative deadline for protests	April 17, 2009
Tentative date to present to Board of Supervisors for approval of qualified contractors	April 21, 2009

The above dates are subject to change as deemed necessary by the County.

III. PROCUREMENT CONDITIONS

- A. Contingencies
This RFQ does not commit the County to award a contract. The County reserves the right to accept or reject any or all QAs, if the County determines it is in the best interest of the County to do so. The County will notify all Contractors in writing, if the County rejects all QAs. The County reserves the right to waive any immaterial irregularities in submitted QAs.
- B. Modifications
The County reserves the right to issue addenda or amendments to this RFQ. The County also reserves the right to terminate this procurement process at any time.
- C. QA Submission
To be considered, all QAs must be submitted in the manner set forth in this RFQ. **It is the Contractor's responsibility to ensure that its QA arrives on or before the specified date and time.** All QAs and materials submitted become the property of the County.
- D. Inaccuracies or Misrepresentations
If, in the course of the RFQ process or in the administration of a resulting contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Contractor may be terminated from the RFQ process or in the event a contract has been awarded, the contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

E. Incurred Costs

This RFQ does not commit the County to pay any costs incurred in the preparation of a QA in response to this request and Contractor agrees that all costs incurred in developing this QA are the Contractor's responsibility.

F. QA Confidentiality

Contractors should be aware that QA responses are subject to the California Public Records Act (Government Code Section 6250 et seq.). If any Contractor's QA contains trade secrets or other information, which is proprietary by law, the Contractor must notify the County of its request to keep that information confidential.

The request to keep proprietary information confidential must be made in writing and attached to the envelope or other medium used to submit the QA. The confidential or proprietary information shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response.

The County will review the request and notify the Contractor in writing of its decision as to whether confidentiality can be maintained under law. If confidentiality cannot be maintained, the Contractor has the option of withdrawing the QA or advising the County of its understanding that this information will become public record. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

In the event a public records request is made for information designated by the Contractor as confidential or proprietary and if the County has made a determination as to the confidential or proprietary nature of the information, the County will notify the Contractor of the request. The Contractor will have an opportunity to seek a determination from the appropriate court as to the disclosure or non-disclosure of the information.

G. Negotiations

The County may require the potential Contractor(s) selected to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items from their QA(s) as may result from these negotiations.

H. Level of Service

The County cannot guarantee any project assignments or the award of a contract to any qualified Contractor as a result of the RFQ.

I. Local Preference

The County has adopted a preference for Contractors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods, or supplies.

For the purposes of the applying the local preference policy (County Policy 11-12), "principal place of business" is defined as the Contractor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the Contractor's main office (or headquarters) which:

1. Has been issued a business license. If required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of the procurement to which the Contractor responds; and
2. Can demonstrate ongoing business activity in the field of endeavor on which the Contractor is proposing, from that office during the preceding six (6) months; and
3. Has a minimum of 25% of the Contractor's fulltime management employees and 25% of its fulltime regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means, for example, if two (2) or more Contractors respond to this procurement with QAs that are equal in quality, service, and ability to meet the County's needs, County staff must identify if any of the Contractors are local vendors. If any of the Contractors are local vendors, and their quoted price is within five percent (5%) of the cost of services, equipment, goods, and/or supplies proposed by other Contractors, unless it is determined that an exemption applies, staff may recommend the local vendor for Contract award.

J. Acceptance or Rejection of QAs

QAs shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the QA opening.

The County realizes that conditions other than price are important and will award contract(s) based on the QA that best meets the needs of the County. While cost may not be the primary factor in the evaluation process, it is an important factor.

K. Alternate QAs

The County may consider alternate QAs. A list of suggestions or procedures that could be followed or methods of enhanced communication can be attached to the response. The County does, however, reserve the right to reject any or all QAs.

L. Formal Contract

Contractor shall be required to enter into a formal agreement with the County. This RFQ sets forth some of the general provisions which shall be included in the final contract. In submitting a response to this RFQ, Contractor shall be deemed to have agreed to each clause unless the QA identifies an objection and County agrees to a change of language in writing. Failure to raise any objections to the contract language at the time of submittal of a response to this RFQ shall result in a waiver of objection to any of the contract language.

M. Expanding the Contract

Any contract that results out of this RFQ must allow ISD to expand and add to the services and coverage under the contract. In addition, the County may wish to negotiate with the successful Contractor to establish contracts on behalf of other County departments using the terms and pricing of the successful Contractor's QA.

N. Final Authority

The final authority to award a Contract rests solely with the San Bernardino County Board of Supervisors.

IV. SCOPE OF WORK

A. Definitions

1. Qualifications Application (QA): The document used to evaluate interested and qualified applicants (Attachment B). After eliminating respondents who do not meet the criteria of the RFQ, selection will be based on determination of which QA will best meet the needs of the County and the requirements of this RFQ
2. Qualified Contractor List: The list of contractors identified through this RFQ process that have been found capable of performing the services necessary to fulfill the County's Information Technology Services needs.
3. Unit of Service: The value of Professional and Technical Services rendered stated in terms of units (example: per hour, per computer).
4. Request for Qualifications (RFQ) – The document used to solicit a solution or solutions from potential contractors to a specific problem or need. Although price is important, originality and effectiveness of the QA, and the background and experience of the Contractor, are evaluated in addition to the proposed price.

B. Background

The County of San Bernardino encompasses 20,106 square miles, consisting of a land area of 20,053 square miles and water area of 53 square miles, the largest county in the continental United States. It borders Los Angeles, Riverside, Orange, Inyo and Kern Counties and the States of Arizona and Nevada. The County's Information Services Department (ISD) is responsible for providing a variety of professional Information Technology and data communication services to all County departments, special districts and other federal, state and local government agencies. While the Department's professional staff maintains a variety of the skill levels needed to meet the expectations of their large customer base, the use of contractors to augment their project teams has become a necessity.

On May 24 2005, the County of San Bernardino Board of Supervisors approved a list of qualified vendors for Information Technology Services. This list streamlines the process for County departments that need to acquire professional IT services by eliminating the need for a formal RFP each time contract services are needed. This list expired in 2008. Many County Departments, including the Information Services Department, continue to have a need to contract for qualified professionals to provide programming, database design, and project management professional services in addition to LAN, desktop and network server support in order to meet information technology workload requirements. Therefore, the County is seeking to add additional vendors to the list of qualified contractors who can provide information technology services to County Departments.

C. Program Description

1. Program Objective – The purpose of the RFQ is to identify contractors that can provide the County with the necessary IT resources to meet the varied needs of County Departments. This will be accomplished by creating a list of contractors who have been qualified (through this RFQ) to provide County Departments with the appropriate technical and professional staff to assist in the development and implementation of its IT projects. **Inclusion on the list of qualified contractors does not guarantee the award of a contract.**

2. Program Requirements –

Service Types for Professional Services

- a. Application Development
 - 1) Mainframe (IBM Z/890)
 - 2) Client/Server (Microsoft Visual Basic)
 - 3) Web Development
 - 4) Specialized Skills (e.g. PeopleSoft, GIS, Graphics, FileNet)
- b. Project Management
- c. Business Systems Analysis
- d. Business Consulting
- e. Database Design and Administration (e.g. DB2, Microsoft SQL Server, Oracle)
- f. Systems Programming

Service Types for Technical Services

- g. LAN Support
- h. Desktop Support
- i. Network Server Support (e.g. Exchange, SQL, IIS)

Assignment Types

Contractors that are qualified through this RFQ may be requested to provide Professional or Technical services on IT projects for the County. Each of these service types is described below:

The **Professional Service** assignment is a fee for service assignment whereby the assignee will work on one or more phases of a computer systems development project. The service unit under this assignment type is hourly.

Under this service type, County Department will provide oversight for all activities related to the project. The oversight function has, at minimum, the following responsibilities:

- Review of all proposed modifications to the project.
- Review of all requested extensions in periods of performance.
- Evaluate contractor performance and approval of invoices.
- Act as liaison between the contractor and County in matters relating to policy, information, and procedural requirements.
- Mediate any disputes that arise between the contractor and County staff.

The **Technical Service** assignment will also be a fee for service assignment, however, the service unit can be hourly or per computer. The project areas and required job classifications/skill set will be set forth on the

contract/work order to be issued under the terms and conditions of any agreement resulting from this RFQ.

Under this service type County Department will directly supervise any personnel assigned by the contractor. The supervision function has, at minimum the following responsibilities:

- Mediate possible disputes that may arise between contractor staff and County staff.
- Coordinate and monitor the work performance of contractor personnel assigned to specific project areas.
- Supervise the particular tasks to which hourly personnel are assigned.
- Evaluate work performance and approve all invoices submitted.
- County Departments have the right to disapprove of personnel, and of proposed changes in personnel and to request the substitution, replacement, or termination of personnel.

3. Program Considerations –

Fee Schedule

An hourly rate for each of the service types contracted for will be negotiated based on experience, skill sets needed and the requirements of the project.

Office Space

Whenever possible, the County will provide contractor staff working onsite desk space/workstations, computer time, documentation, and access to conference rooms that are deemed by the County as being appropriate for the work assignment.

Disclosure of Information/Confidentiality

Any Contractors added to the Qualified List for IT Services through this RFQ shall treat County Department documentation, and data, in confidence, according to standards acceptable to County Departments. Additionally, personnel shall not disclose or discuss pay rates with other employees, subcontractors, or others not having a need to know --- payment rate shall remain entirely confidential. The contractor's staff assigned to work with the County's data shall be subject to the County's approval and will be contingent upon the staff's ability to pass a security check.

Confidentiality of all programs, records, financial affairs, County relations to its customers and its employees, as well as any other information which has been specifically classified as confidential by the County shall be considered confidential and kept confidential by contractor and contractor staff, agents or employees.

Ownership and Use of Data and Results

All materials and information developed under this agreement shall become the sole property of the County.

V. CONTRACT REQUIREMENTS

A. General

The organization(s) selected may be required to agree to the terms contained below. If the Contractor has any objections, these objections must be addressed in the RFQ response to the County or the objections will be deemed to have been waived.

1. Representation of the County - In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.
2. Contract Assignability - Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.
3. Subcontracting - Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the County. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance and payment of any subcontractor.
4. Contract Amendments - Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of the Contractor and the County.
5. Conflict of Interest - Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Contractor or officer or employee of the Contractor.
6. Confidentiality - Contractor shall be required to protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to the Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under the Contract, except as may be otherwise required by law. This provision shall remain in force even after the termination of the Contract.
7. Licenses and Permits - Contractor shall ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County of San Bernardino and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Contract. Contractor shall notify County immediately of loss or suspension of any such licenses and permits.

Failure to maintain required licenses and permits may result in immediate termination of the Contract.
8. Americans with Disabilities Act - Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).
9. Air, Water Pollution Control, Health and Safety - Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this contract.

10. Invoices - Contractor shall provide invoices monthly to County for work performed within forty-five (45) days after receipt of invoice.
11. Records - Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Said records shall be kept and maintained within the County of San Bernardino.

Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles, and other standards for accountancy.

Contractors expending \$500,000 or more in Federal funds annually shall have a single audit or program specific audit performed. A copy of the audit shall be maintained as part of the program's fiscal records.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding payments for billings submitted and for termination of the Contract.

12. Public Accessibility - Contractor shall ensure that services provided are accessible by public transportation.
13. Notification Regarding Performance - In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under the Contract, notification shall be made within one working day, in writing and by telephone to the County.
14. Copyright - County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.
15. Attorney Fees and Costs – If any legal action is instituted to enforce any party's rights hereunder, each party agrees to bear its own attorneys' fees and costs regardless of who is the prevailing party. This paragraph shall not apply to those

- costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Part B-1 Indemnification.
16. Contractor Primary Contact - The Contractor shall designate an individual to serve as the primary point of contact for the Contract as well as a back-up in the event the primary contact is not available. Contractor shall notify County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days. Contractor shall not change the primary point of contact without written notification and acceptance of the County.
 17. Change of Address - Contractor shall notify the County in writing of any change in mailing address within ten (10) calendar days of the address change.
 18. Recycled Paper Products - The County has adopted a recycled product purchasing standards policy (11-10), which requires contractors to use recycled paper for QAs and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the County whenever practicable.
 19. Electronic Fund Transfer Program – Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor’s designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payables.
 20. Legality and Severability - The parties’ actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.
 21. Taxes - County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
 22. Termination for Convenience – The County for its convenience may terminate this agreement in whole or in part upon one hundred twenty (120) calendar days written notice. Such adjustment shall provide for payment to the Contractor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to the County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.
 23. Venue - The venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to

the Superior Court of California, County of San Bernardino, San Bernardino District.

24. Release of Information - No news releases, advertisements, public announcements or photographs arising out of this Contract or Contractor's relationship with County may be made or used without prior written approval of the County.
25. Drug and Alcohol-Free Workplace - In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this agreement, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:
 - a. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
 - b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
 - c. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this agreement and any other agreement the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

26. Notice of Delays - Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.
27. Price Guarantee and Price Escalation - All prices will be considered firm for the entire period of the contract unless otherwise stated. If the Contractor seeks any increases in price the County requires bona fide proof of cost increases on contracts prior to any price escalation adjustment. A minimum thirty (30) days advance written notice is required to secure such adjustments. No retroactive pricing adjustments will be considered. Written approval of the County must be obtained prior to the effective date of any adjustments. The County may enforce, adjust or terminate escalating price contracts as it sees fit.

B. Indemnification and Insurance Requirements

1. Basic Requirements

- a) Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its

authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

- b) Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- c) Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
- d) Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- e) Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
- f) Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
- g) Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do

business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.

- h) Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- i) Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
- j) Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

2. Insurance Specifications

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a) Workers’ Compensation/Employers Liability – A program of Workers’ Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer’s Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor

and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the County’s Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

b) Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury
- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.

c) Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

d) Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

e) Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.

C. Right to Monitor and Audit

1. Right to Monitor – The County shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under the Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.

Contractor shall cooperate with County in the implementation, monitoring and evaluation of the Contract and comply with any and all reporting requirements established by County.

2. Availability of Records - All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after the final payment under the Contract or until all pending County, State, and Federal audits are completed, whichever is later. Program data shall be retained locally (in the County) and made available upon request or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement shall not exceed \$50 per hour (including travel time) and shall be deducted from the following month's claim for reimbursement.

Records of the Contractor that do not pertain to the program shall not be subject to audit unless provided for in another agreement.

3. Assistance by Contractor - Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
4. Independent Audit Provisions - Contractor shall hire a licensed Certified Public Accountant (CPA), approved by County, who shall prepare and file with County, within 60 days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and California Department of Social Services Manual of Policies and Procedures, Division 21 and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from ISD.

B. Civil Rights Compliance

The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with ISD within 30 days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, ISD shall supply a sample of the Plan format. The Contractor will be monitored by ISD staff for compliance with provisions of its Civil Rights Plan.

VII. FORMER COUNTY OFFICIAL

Employment of Former County Officials - Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for QA being deemed non-responsive.

VIII. IMPROPER CONSIDERATION

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFQ.

The County, by written notice, may immediately reject any QA or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the QA and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

IX. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The County reserves the right to request the information described herein from the Contractor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Contractor. The County also reserves the right to obtain the requested information by way of a background check

performed by an investigative firm. The selected Contractor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Contractor may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Contractor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

X. CALIFORNIA PUBLIC RECORDS ACT

All information submitted in the QA or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. and the following. QAs may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Contractor should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages _____ of this QA response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the QA in order to facilitate eventual public inspection of the non-confidential portion of the QA.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Contractor will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state

and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

XI. QA SUBMISSION

A. General

1. All interested and qualified Contractors are invited to submit a Qualifications Application (Attachment B) for consideration. Submission of the application indicates that the Contractor has read and understands this entire RFQ, to include all appendices, attachments, exhibits, schedules, and addendum (as applicable) and agrees that all requirements of this RFQ have been satisfied.
2. QAs must be submitted in the format described in this Section. QAs are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFQ.
3. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.
4. QAs must be complete in all respects as required by this RFQ. A QA may not be considered if it is conditional or incomplete.
5. QAs must be received at the designated location, specified in Section I, Paragraph D – Correspondence, no later than the date and time specified in Section I, Paragraph F - QA Submission Deadline.
6. All QAs and materials submitted become the property of the County. All QAs received are subject to the “California Public Records Act.” While the County takes every measure permissible to keep all “propriety information” identified, Contractors are asked to label the information “PROPRIETARY” and enclose it in a separate envelope marked as such.

B. QA Presentation

1. QAs must be submitted on 8 ½” x 11” paper, neatly typed, double-sided on recycled paper, with normal (1 inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
2. One (1) original and seven (7) copies, total of eight (8), of the complete QA must be received by the deadline for receipt of QA specified in Section II, Procurement Timeline. The original and all copies must be in a sealed envelope or container stating on the outside: “Confidential”, Contractor name, address, telephone number, RFQ number, RFQ title, and QA due date.
3. Hand carried QAs may be delivered to the address listed in Section I, Paragraph D, between the hours of 8 a.m. and 5 p.m., Monday through Friday, excluding holidays observed by the County (deadline for QAs indicated in Section II supersedes time listed in this Paragraph). Contractors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

C. QA Format

Contractors must include the following information and Attachments, in the following order, with their QA:

1. Confidentiality Statement - Attachment A

If a contract is awarded, staff assigned to complete work for the County shall be required to complete, sign and submit this form. Please include this form in the QA and include a statement stating your staff will comply with this requirement if a contract is awarded.

2. Qualifications Application - Attachment B

Complete, sign and include in the submitted.

XII. QA EVALUATION AND SELECTION

A. Evaluation Process

All QAs shall be subject to a standard review process developed by the County by an Evaluation Committee. The committee will be comprised of County personnel, with the appropriate experience and/or knowledge, striving to ensure that the committee is balanced. Scoring QAs will be based on an ordinal ranking system.

B. Evaluation Criteria

1. Initial Review - All QAs will be initially evaluated to determine if they meet the following minimum requirements:

- a) The QA must be complete (including all Attachments), in the required format, and be in compliance with all the requirements of this RFQ.
- b) Prospective Contractors must meet the requirements as stated in the Minimum Contractor Requirements as outlined in Section I, Paragraph C.
- c) Prospective Contractors must submit all required documentation and certifications as outlined in this RFQ.

Failure to meet these requirements may result in a rejected QA. No QA shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Contractor will be notified of the deficiency in the QA and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the QA.

2. Final Review - QAs meeting the above requirements will be evaluated on the basis of the following criteria (not necessarily in order of priority):

- a) Competitive pricing compared to other qualified QAs.
- b) Contractor's plan to achieve the Scope of Work, as outlined in Section IV.
- c) Contractor's overall responsiveness to the requirements of the RFQ.
- d) Contractor's summary of experience(s) for similar services provided to other agencies.

While cost is a major consideration in the evaluation process, selection will be based on the determination of which QA(s) will best meet the needs of the County and the requirements of this RFQ.

C. Contract Award

1. No contract will be awarded based on this RFQ, as mentioned in Section IV. Placement on the Qualified Contractor List will be awarded based on a competitive selection of QAs received. A recommendation will be made to the Board of Supervisors. The Board makes the ultimate determination regarding the approval of the Qualified Contractor List.
2. The contents of the QA of the successful Contractor will become contractual obligations and failure to accept these obligations in a contract may result in cancellation of the award.
3. The County reserves the option to make award(s) as it deems to be in the best interest of the County.
4. Cost of service is an important factor in the evaluation process, but the County is not obligated to accept the lowest cost QA. Ability to provide a quality service in a timely manner at a low or reasonable cost in accordance with the RFQ requirements is critical to a successful QA.

D. Disputes Relating to RFQ Process and Award

In the event a dispute arises concerning the RFQ process prior to the award of the Qualified Vendor List, the party wishing resolution of the dispute shall submit a request in writing to the Chief Information Officer. Contractor may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Appeal must be in writing.
2. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a **denial of award** can only be brought on the following grounds:

1. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

County of San Bernardino
Information Services Department
Attn: Chief Information Officer
670 E Gilbert Street, 1st Floor
San Bernardino, Ca 92415-0915

XIII. ATTACHMENTS

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ATTACHMENT A – CONFIDENTIALITY STATEMENT

As an employee or subcontractor _____, who is thereby involved with work pertaining to county services, you may have access to confidential data pertaining to persons and/or other entities that receive services from the County of San Bernardino. The County of San Bernardino has a legal obligation to protect all confidential data and especially data concerning health, criminal and welfare recipient records. The County must ensure that you too will protect the confidentiality of all data. Consequently, your signature on this confidentiality agreement is a condition of your performance of work for the County. Please read the agreement and take due time to consider it prior to signing.

CONFIDENTIALITY AGREEMENT:

I hereby agree that I will not divulge to any unauthorized person data obtained while performing work pursuant to the contract between _____ and the County of San Bernardino, Information Services Department. I also agree to keep the rate of payment I am receiving for this work entirely confidential, and not to disclose or discuss this information with anyone not having a need to know.

I agree to forward all requests for the release of information by me to my designated County Department Project Manager.

I agree to keep confidential all design concepts, algorithms, programs, formats, documentation, vendor proprietary information and all other original materials produced, created or provided to or by me pursuant to the agreement between my employer and the County of San Bernardino. I agree to protect these confidential materials against disclosure to anyone other than _____ or county employees who have a need to know the information.

I agree to keep confidential any proprietary information supplied to me by other county vendors during my employment with _____.

I agree to report any and all violations of the above by any other person and/or by myself to my designated County Department Project Supervisor.

I agree to return all confidential materials to my designated County Department Project Manager upon termination of my employment with _____, or completion of the presently assigned work order, whichever occurs first.

NAME: _____
(Signature)

DATE: _____

NAME: _____
(Print)

COUNTY AGREEMENT NO.:

ATTACHMENT B – QUALIFICATIONS APPLICATION



**REQUEST FOR QUALIFICATIONS (RFQ)
IT SERVICES**

RFQ ISD 09-01

1. Submitted by (Legal Name of Applicant/Organization): _____
2. Business Address: _____
3. Telephone Number: _____
4. Contact Person: _____ Title: _____
5. By submitting the Qualifications Application in response to the RFQ for IT Project Augmentation, the applicant or organization agrees with the following statements:
 - a. All costs for developing and completing the Qualifications Application and supporting documents are the responsibility of the applicant or organization and will not be chargeable to the County of San Bernardino.
 - b. The Qualifications Application and supporting documents submitted become the property of the County.
 - c. It is understood this RFQ, Qualifications Application and any and all supporting documents are open to public inspection under provisions of law.
6. The undersigned affirms all statements made in this application are true and complete to the best of his/her knowledge.
7. The undersigned agrees to maintain adequate files and records and meet statistical reporting requirements.
8. The undersigned agrees to abide by all contract requirements listed in Section V-Contract Requirements.
9. I hereby affirm I am duly authorized by the governing body to legally bind the applicant organization to the terms and conditions specified herein.

(Authorized Signature)

(Print Name Here)

(Title)

(Organization Name, if applicable)

(Date)

Please complete each of the following questions. If an explanation is required and there is not enough space provided herein, please attach additional sheets. All additional sheets must contain the RFQ name "IT Services– RFQ ISD 09-01", the applicant/organization name, and reference the appropriate question number.

1. Please indicate the service(s) the applicant/organization propose to provide the County by checking the appropriate box(es) below:

Professional Services:

- | | |
|--|---|
| <input type="checkbox"/> Application Development | <input type="checkbox"/> Database Design/Administration |
| <input type="checkbox"/> Project Management | <input type="checkbox"/> Systems Programming |
| <input type="checkbox"/> Business Consultation | <input type="checkbox"/> Business Systems Analysis |

Technical Services:

- LAN Support
- Desktop Support
- Network Server Support

2. Please indicate for each service, your agreement to remain within the specified maximum as indicated in Section IV, Paragraph C, Item 3 of the RFQ by initialing in the appropriate boxes below.

Service	Insert Maximum Hourly Fee
Application Development	
Mainframe	_____
Client/Server	_____
Internet	_____
Specialized Skills	_____
Project Management	_____
Business Systems Analyst	_____
Business Consultation	_____
Database Management/ Administration	_____
Systems Programming	_____
LAN Support	_____
Desktop Support	_____
Network Server Support	_____

3. Is the applicant/organization adequately staffed and trained to perform the required services or can they demonstrate the capability for recruiting such staff?

- Yes No

Briefly explain:

4. Does the applicant/organization have any experience providing IT Services to governmental agencies?

- Yes No

Briefly explain:

5. Please indicate the applicant/organization's availability on the chart below.

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Hours							

6. Please indicate the region(s) the applicant/organization proposes to serve by checking the appropriate box(es) on the chart below.

Region	Representative Cities	Region Served?	
West Valley	Rancho Cucamonga, Ontario, Fontana	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Central Valley	Rialto, Bloomington	<input type="checkbox"/> Yes	<input type="checkbox"/> No
East Valley	San Bernardino, Colton, Highland, Redlands	<input type="checkbox"/> Yes	<input type="checkbox"/> No
High Desert	Apple Valley, Barstow, Hesperia, Victorville,	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Low Desert	Joshua Tree, Yucca Valley	<input type="checkbox"/> Yes	<input type="checkbox"/> No

7. Please list any licenses and/or certificates held that are relevant to the services proposed and length of experience.

	< 1 Year	< 1-3 Years	< 3 Years ±
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8. Is the applicant/organization currently involved in any litigation in connection with any other type of IT Services contract(s)? If yes, please explain.

Yes

No

9. Has the applicant/organization had a contract unwillfully terminated during the past two years? If yes, please explain.

Yes

No

10. If the Qualifications Application is submitted under an organization name, is the organization currently **delinquent** in paying its State/Federal payroll taxes? If yes, please explain.

Yes

No

11. Is the applicant/organization affiliated with any Former County Officials as defined in Section VII of this RFQ? Is yes, name them and identify the relationship.

Yes

No

12. Does the applicant/organization have the administrative and fiscal capability to provide and manage the proposed services and to ensure and adequate audit trail?

Yes

No